

SERIAL 04105 C TRUCK, 10.5 YARD DUMP

DATE OF LAST REVISION: July 29, 2005

CONTRACT END DATE: August 31, 2005

CONTRACT PERIOD THROUGH AUGUST 31, 2005

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **TRUCK, 10.5 YARD DUMP (NIGP CODE 07061)**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **AUGUST 18, 2004.**

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

WP/ks
Attach

Copy to: Clerk of the Board
Les Glover, Equipment Services
Sharon Tohtsoni, Materials Management

SPECIFICATIONS ON INVITATION FOR BID FOR: TRUCK, 10.5 YARD DUMP (NIGP CODE 07061)

1.0 INTENT:

The intent of this Invitation for bids is to establish pricing for the item(s) specifically listed herein. Amendments, supplements and/or revisions will be effective upon receipt and approval of notice to the Department of Materials Management. Anticipated purchase quantity is Two (2) or more, TRUCK, 10.5 YD DUMP, in sufficient detail to secure bids for comparable equipment. Shall be delivered to the Maricopa County Equipment Services Department, 3325 West Durango, Phoenix, Arizona, as covered by purchase order only.

2.0 TECHNICAL SPECIFICATIONS, MINIMUM:

2.1 DIMENSIONS/CAPACITIES:

2.1.1 GVW – 56,000 lb., approximate

2.1.2 Wheelbase - 212" approximate

2.1.3 Fuel Capacity – Min. 80 gallons

2.2 AXLES/SUSPENSION:

2.2.1 Axles:

2.2.1.1 Front:

2.2.1.1.1 GAWR - 18,000 lb

2.2.1.1.2 Springs - 9,000 lb. each

2.2.1.1.3 Seals – STEMCO or equal with sight glass

2.2.1.1.4 Hubs – Aluminum, piloted

2.2.1.2 Rear:

2.2.1.2.1 GAWR - 40,000 lb

2.2.1.2.2 Type - Full floating with power divider lockout

2.2.1.2.3 Ratio - Geared for 75 mph maximum

2.2.1.2.4 Hubs–Aluminum, piloted

2.2.2 Suspension:

2.2.2.1 Type - Vocational

2.2.2.2 Make - HENDRICKSON HN 402, CHAMERS 854-40, STERLING TUFTRAC 40,000 or a pre- approved equal

2.3 BRAKES:

- 2.3.1 Type - Full air, Rockwell Q-series, S-cam or approved equal
- 2.3.2 Lining - Manufacturers maximum, (non-asbestos) no exceptions
- 2.3.3 Drums - Manufacturers maximum, out-board mounted
- 2.3.4 Air Dryer - BENDIX AD-9 System Guard or approved equal
- 2.3.5 Slack Adjusters - Automatic, BENDIX Model ASA-5, GUNITE or ROCKWELL approved equal
- 2.3.6 Air Compressor - 13 CFM, minimum
- 2.3.7 Emergency And Parking Brake - Spring set on both rear axles
- 2.3.8 Components Fasteners – Mfr.'s max. available (quantity and strength.)

2.4 FRAME:

Truck manufacturer's recommended frame assembly to meet or exceed the requirements specified herein. All component fasteners shall be Mfr.'s max. (strength and quantity). Unconditional warranty of no less than five (5) years from the date the County places this equipment in service. Frame performance shall be an integral part of any compliant bidders response.

2.5 ELECTRICAL:

- 2.5.1 Volt - 12
- 2.5.2 Alternator - 95 amp, minimum
- 2.5.3 Battery(s) – Heavy duty, maintenance free
- 2.5.4 Lighting - Shall meet State and Federal safety standards. Chassis taillights shall be sealed beam type

2.6 ENGINE:

- 2.6.1 Type - Diesel, turbocharged
- 2.6.2 Horse Power – Min. 280 @ 1800 rpm
- 2.6.3 Torque – Min. 1050 lb./ft. @ 1200 rpm
- 2.6.4 Control System - Electronically with SAE compliant test ports

- 2.6.5 Warning System - Bell or buzzer for high coolant temperature, low oil pressure, low coolant level and high transmission oil temperature
- 2.6.6 Air Cleaner - DONALDSON two stage with evacuation and dash mounted air restriction indicator
- 2.6.7 Exhaust – Single, vertical position with muffler shield. Stack shall be curved back at the top or have a rain cap
- 2.6.8 Engine Brake - JACOB or approved equal.
- 2.6.9 Cooling - Manufacturers maximum, with silicone type hoses and recovery system
- 2.6.10 Engine Speed Control - Hand throttle, VERNIER or equal, locking type, or equal electronic system
- 2.7 STEERING:
 - Power assist.
- 2.8 TRANSMISSION:
 - 2.8.1 Type – Automatic, electronically controlled
 - 2.8.2 Make/Model - ALLISON, HD 4500RDS, with 5 or 6 speeds
 - 2.8.3 Oil Cooler - Manufacturers maximum
 - 2.8.4 PTO:
 - 2.8.4.1 Make - Chelsea 271 or approved equal.
 - 2.8.4.2 Type - Side mount, hot shift, with over speed protection
 - 2.8.4.3 Controls - Cab mounted with warning light when PTO is engaged.
- 2.9 AIR-OIL LINES:
 - AEROQUIP or equal. Shall meet or exceed federal regulations.
- 2.10 TIRES/WHEELS:
 - 2.10.1 Tires:
 - 2.10.1.1 Front - Two (2) 425/64R22.5 18 ply Radial (Steel Belt) tubeless, highway tread. GOODYEAR G186, no exceptions.
 - 2.10.1.2 Rear - Eight (8) 11 R x 22.5 14 ply tubeless radial. GOODYEAR G-286 tubeless tires, no exceptions.

2.10.2 Wheels:

2.10.2.1 Type - Aluminum, all, Alcoa or approved equal, 10 hole, hub pilot

2.10.2.2 Front - Two (2) 12.25 x 22.5

2.10.2.3 Rear - Eight (8) 22.5 x 8.25

2.10.3 Spares - Two (2), one each front and rear tire and wheel assembly

2.11 FUEL TANKS:

2.11.1 Type – Aluminum, step type or equal

2.11.2 Capacity – 80 gallon

2.12 CAB:

2.12.1 Drivers Seat - BOSTROM Levelair or NATIONAL Cush-n-air or approved equal

2.12.2 Passenger Seat - Standard bucket type

2.12.3 Seat Belts - Shall have retractors and meet all Federal safety standards

2.12.4 Glass - Darkest legal tint per AZ. State Law, minimum five (5) year warranty on material and installation

2.12.5 Windshield Wipers - Dual, air or electric powered

2.12.6 Heater - Factory installed fresh air type

2.12.7 Refrigeration - Manufacturer's max., factory installed, R134A refrigerant. Unprotected lines, hoses, switches, or valves routed through wheel well are not acceptable.

2.12.8 Horn – Air, GROVER or equal

2.12.9 Suspension - CAB AIR, LINK CAB MATE or equal

2.12.10 Mirrors - WEST COAST type 7" x 16" with approx. 8" spots installed on lower bracket

2.12.11 Sun Visors - Dual

2.12.12 Instruments - Standard, plus tachometer and hour meter

2.12.13 Hood – Tilt

2.12.14 Radio - AM/FM, factory installed

2.13 FRONT BUMPER:

Aluminum, extended approx.(6"), frame mounted with center tow-pin or tow hooks.

2.14 PAINT:

Color, mfr.'s standard white color.

2.15 DUMP BODY, 10.5 YD: (As specified or pre-approved equal.)

2.15.1 Type –All steel, heavy duty design. Western-style understructure (no cross-members), with full length 2" x 8" apitong or oak side boards, CRYSTEEL ROXBOX or pre-approved equal.

2.15.2 Dimensions – Approx. 15' long, 87" wide, 34" high 10.5 cu/yd, water level

2.15.3 Construction – Continuous full penetrating welds at all joints, including all main structures, hardware and attachments

2.15.4 Floor – Constructed of 1/4" 180,000 PSI tensile strength steel, (BRINNELL Hardness 400 min.). Mitered or rounded corners

2.15.5 Sides – Constructed of 8 GA. 110,000 PSI tensile strength steel (BRINNELL Hardness 250 min.), Double wall, or approved equal construction

2.15.6 Front / Front Corner Post / Top Rails /Cab Shield - Constructed of 8 GA. 110,000 PSI tensile strength steel (BRINNELL Hardness 250 min.).

2.15.7 Rear Corner Post / Cross-Member – Constructed of 8 GA. 110,000 PSI tensile strength steel (BRINNELL Hardness 250 min.)

2.15.8 Frame – Constructed of 8 gauge 110,000 psi tensile strength steel with internal bracing.

2.15.9 Tail Gate:

2.15.9.1 Type - Double acting, air operated with cab controls. Double wall construction, 1/4" 180,000 psi tensile strength steel (BRINNELL Hardness 400 min.).

2.15.9.2 Hardware - Top hinges positioned 12" above the sides, replaceable press-in hardened steel brushings. Hinge pins 1-1/4" diameter, hardened steel.

2.15.9.3 Spread Chain and Brackets - 3/8" chain with brackets constructed from 5/16" steel plate.

- 2.15.10 Dump Body Hinges - Designed with removable 2 1/4" hardened steel pins. Weld in type are not acceptable. Bushing blocks with bushings. Grease fittings shall be accessed from outside the frame rails.
- 2.15.11 Cab Shield - Manufactured from 8 ga. 110,000 psi tensile steel (BRINELL Hardness 250 min.), 30" long, full cab width except for cutout to clear vertical exhaust stack.
- 2.15.12 Lights and Reflectors - F.S.S. #108 lights and reflectors with all wiring run in metal conduit, attached to body. Sealed beam tail and marker lights.
- 2.15.13 Mud Flaps - Four, two each, front and rear of tandems, bolted to steel straps, welded and suspended with 3/8" steel chain. Stay Put" or equal. No advertising.
- 2.15.14 Dump Apron - Full width of body 12 length, with corner gussets. Constructed of 1/4" 180,000 psi tensile strength steel (Brinnell Hardness 400 min.). Ground height to be 46" minimum.
- 2.15.15 Hydraulic Hoist:
 - 2.15.15.1 Class – NTA 120, 42 ton rated on 15' body.
 - 2.15.15.2 - Inverted telescopic, front mounted with power up only. Equipped with hoist sub-frame and body props.
 - 2.15.15.3 Dump Angle – Min. 50 degree with automatic hoist kick-out or hydraulic system to prevent the cylinder from bottoming out and being damaged.
 - 2.15.15.4 Pump – Heavy duty gear type with cast iron housing, 24 gpm capacity. Direct mount to PTO. preferred.
 - 2.15.15.5 Controls - Morse controls or equal, up, down, hold and feathering.
 - 2.15.15.6 Hydraulic Reservoir – Aluminum, min. 30 gallon capacity, mounted on the outside of the frame, equipped with a sight glass that is in clear view.
 - 2.15.15.7 Hoist Lift – Integral part of the front, floor and frame minimizing body twisting leaning.
 - 2.15.15.8 Filtration - 10 micron replaceable filter on return line, spin on type. Restriction gauge, integral with filter housing.

- 2.15.15.9 Shut-Off Valves - 1/4 turn ball type, one to be installed on the suction line at the tank and one on the return lines between the tank and the return line filter.
- 2.16 Paint - All mill scale shall be removed prior to primer coat. Minimum, two coats of white acrylic enamel. Color shall match the cab.
- 2.17 Steps - Ingress/Egress steps shall be installed on the left front side of dump body, two steps to be approximately 12" wide, positioned on body in such a way that it is easy for operator to get into and out of body, (truck cab steps and grab handle will be used in order to access dump body steps). Steps shall be capable of supporting a 300 lb. person and have non-skid foot surface.
- 2.18 SAFETY EQUIPMENT:
- 2.18.1 Non-Skid Surfaces – All steps and standing area shall have non-skid surfaces.
- 2.18.2 Dump Truck Assembly - Shall meet or exceed all AZ State and Federal regulation. (No exceptions)
- 2.19 TOOL BOX:
- One (1) RAWSON-KOENIG #H241818 or equal, dimensions 24" long, 18" deep, 18" high, constructed of 14 gauge sheet metal, completely weather proof, front load, paddle type keyed latch, unit installed on right side truck frame between cab and rear wheels.
- 2.20 BODY AND HOIST WARRANTY:
- Manufacturer shall warranty complete body and hoist assembly for a period of not less than 36 months, on all parts and labor. Forth and fifth years covered at 50% cost on parts and labor.
- 2.21 GENERAL:
- Complete inspection shall be made prior to delivery to ensure that the unit is in compliance with specifications.** Complete unit including all component and equipment shall meet AZ State and Federal regulations (no exceptions).
- Five (5) keys shall be supplied, each with 1" key rings and identification tags with serial number. All sharp edges and corners shall be rounded to prevent accidental injury. Vendor shall supply a minimum of three (3) operators manuals, one (1) comprehensive parts manual to include any and all components installed on the truck (book form or CD), three (3) maintenance/ repair/ overhaul / drive-ability / electrical / emissions / wiring vacuum diagrams (book form or CD). Manual shall be delivered with the truck.

2.22 ACCEPTANCE:

Upon successful completion of the performance period, the system shall be deemed accepted and the warranty period begins. All documentation shall be completed prior to final acceptance.

2.23 FACILITIES:

During the course of this Agreement, the County shall provide the Contractor's personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its obligation enumerated herein.

2.24 TAX:

No tax shall be levied against labor. Bid pricing to include all labor, overhead tools and equipment used, profit, and any taxes that may be levied. It is the responsibility of the Contractor to determine any and all taxes and include the same in bid price.

2.25 DELIVERY:

Delivery is required F.O.B. Destination, freight pre-paid within 120 days of receipt of Purchase Order, to any delivery location within Maricopa County as specified by the County. Contractor shall indicate on Pricing Documentation (Attachment A) any additional freight or handling charges that would be associated with special shipping and/or handling delivery.

It shall be the Contractor's responsibility to meet the County's delivery requirements, as called for in the Technical Specifications. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

2.26 EXPEDITED DELIVERY:

If the Using Agency determines that rush shipping or other alternate shipping is required, it shall notify the Contractor. The Contractor shall determine any additional costs associated with such delivery terms and communicate that cost to the Using Agency via fax or other reasonable means.

The Using Agency shall not advise the Contractor to proceed with shipment until acceptable terms are negotiated and a purchase order is issued. Upon determining that the additional costs are reasonable and proper, the Using Agency shall advise the Contractor to proceed.

Upon receipt of material and invoicing, the Using Agency shall ensure that any additional charges are in compliance with and do not exceed those costs stated in the Contract. The Using Agency shall retain all documents related to these costs within the agency purchase order file, for audit purposes.

2.27 SHIPPING:

Bid prices shall be made F.O.B. destination freight pre-paid to the Using Agency within Maricopa County. The Contractor shall retain title and control of all goods until they are delivered and the contract coverage has been completed. All claims for visible or concealed damage shall be filed by the Contractor. The County will notify the Contractor of any damaged goods and shall assist the Contractor in arranging for inspection.

2.28 SHIPPING DOCUMENTS:

A packing list or other suitable shipping document shall accompany each shipment and shall include the following:

- (1) Name and address of the Contractor;
- (2) Name and address of the County Agency;
- (3) County purchase order number;
- (4) A description of material shipped, including item number, quantity, number of containers and package number, if applicable.

2.29 STOCK:

The Contractor shall be expected to stock locally sufficient quantities as may be necessary to meet the County's needs.

2.30 INSTALLATION:

The Contractor's price shall include delivery and setup in complete operating condition.

2.31 ACCEPTANCE:

Once the Materials have been delivered, the Using Agency shall have a reasonable opportunity to inspect them. The Using Agency shall have SEVEN (7) days to perform its acceptance testing and inspection of the Materials, after which time the Materials shall be deemed accepted unless the Using Agency rejects the Materials.

2.32 TESTING:

Unless otherwise specified, materials purchased will be inspected by the Using Agency to ensure the Materials meet the quality and quantity requirements of the Specifications. When deemed necessary by the County, samples of the materials may be taken at random from stock received for submission to a commercial laboratory or other appropriate agency for analysis and tests as to whether the materials conform in all respects to the Specifications. In cases where commercial laboratory reports indicate that the materials do not meet the Specifications, the expense of such analysis is to be borne by the Contractor.

2.33 WARRANTY:

The minimum warranty period shall be TWELVE (12) months for both parts and labor. Warranty repair and/or replacement will be performed at no additional charge to Maricopa County. All warranty periods shall begin upon acceptance by the Using Agency.

2.34 BRAND NAME:

Bids on brands other than those listed are subject to approval based on evaluation. Maricopa County reserves the right to request samples to determine quality and acceptability of products bid. In some cases brands have been listed to define quality of products desired and is not intended to be restrictive or limit competition. Products substantially equivalent to those designated shall qualify for consideration.

2.35 PRODUCT DISCONTINUANCE:

In the event that a manufacturer discontinues a product and/or model, the County may allow the successful Contractor to provide a substitute for the discontinued item or may cancel the Contract. If the Contractor requests permission to substitute a new product or model, it shall provide the following to the County:

- 2.35.1 Documentation from the manufacturer that the product of model has been discontinued.
- 2.35.2 Documentation that names the replacement product or model.
- 2.35.3 Documentation that provides clear and convincing evidence that the replacement meets or exceeds all Specifications required by the original Invitation for Bids.
- 2.35.4 Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.
- 2.35.5 Documentation confirming that the price for the replacement is the same as or less than the discontinued product or model.

Product discontinuance applies only to those items specifically listed on any resultant contract. This will not apply to catalog items not specifically listed on any resultant contract.

2.36 MATERIALS MAINTENANCE:

The Contractor shall provide for maintenance of Materials supplied under this Contract upon installation of equipment

2.37 FACTORY AUTHORIZED SERVICE AVAILABILITY:

The Contractor shall have and maintain a local factory authorized service station within the Phoenix metropolitan area. The station shall be capable of supplying and installing component parts, and troubleshooting, repairing and maintaining the Materials. Minimum service hours shall be from 8:00 A.M. to 5:00 P.M., Monday through Friday.

2.38 OPERATING MANUALS:

Upon delivery, Contractor shall provide comprehensive operational manuals, Materials service manuals, and schematic diagrams, if required by the Using Agency.

2.39 TECHNICAL AND DESCRIPTIVE SALES LITERATURE:

Contractor shall provide copies of its sales literature and brochures, and copies of any manufacturer's technical and descriptive literature regarding the material it proposes to provide. Literature shall include sufficient in detail to allow full and fair evaluation of the offer submitted, and must be included with the bid. Failure to include this information may result in the bid being rejected.

2.40 ADDITIONAL PRICING:

Contractors are strongly encouraged to offer additional pricing for related items/products/components, which are not specifically addressed as line items in the Invitation For Bids. Pricing offered should be noted on the pricing pages of the Contractor response in the format requested. Two (2) sets of catalogs/pricing documents shall accompany any additional pricing offered.

2.41 CONTRACTOR REVIEW OF DOCUMENTS:

Contractor shall review its bid submission to assure the following requirements are met.

2.41.1 One (1) original and one (1) copy of all submissions is MANDATORY

2.41.2 Pricing pages, MANDATORY (Attachment A)

2.41.3 Agreement page, MANDATORY (Attachment B)

2.41.4 References (Attachment C)

2.41.5 Vendor Information, MANDATORY (Attachment D)

2.41.6 Literature, Technical and Descriptive, MANDATORY

2.42 MODEL YEAR EQUIPMENT:

The County will only accept bids offering current model year equipment/product.

2.43 ORDER CUTOFF INFORMATION:

Contractors submitting proposals (bids) shall advise the County of all known order cutoff dates for the equipment/product specified in the Invitation for Bids at the time of submission. Notification of any subsequent cutoff date(s) (learned after submission) shall also be the responsibility of the Contractor. The Contractor shall advise the County of **subsequent cutoff dates** by notifying the Procurement Consultant, **in writing**, of this new information.

3.0 **SPECIAL TERMS & CONDITIONS:**

3.1 CONTRACT LENGTH:

This Invitation for Bids is for awarding a firm, fixed price purchasing contract to cover a one (1) year period.

3.2 EVALUATION CRITERIA:

The evaluation of this Bid will be based on, but not limited to, the following:

3.2.1 Compliance with specifications

3.2.2 Price

3.2.3 Determination of responsibility

The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

3.3 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

3.4 ORDERING AUTHORITY

Contractors should understand that any request for purchase of materials or services shall be accompanied by a valid purchase order, issued by Materials Management.

3.5 INDEMNIFICATION AND INSURANCE:

3.5.1 INDEMNIFICATION.

To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify, and hold harmless COUNTY, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the acts, errors, omissions or mistakes relating to the performance of this Contract. CONTRACTOR'S duty to defend, indemnify and hold harmless COUNTY, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting therefrom, caused by any acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes CONTRACTOR may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

3.5.2 Abrogation of Arizona Revised Statutes Section 34-226.

In the event that A.R.S. § 34-226 shall be repealed or held unconstitutional or otherwise invalid by a court of competent jurisdiction, then to the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless COUNTY, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or resulting from CONTRACTOR'S work or services. CONTRACTOR'S duty to defend, indemnify and hold harmless, COUNTY, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any act or omission of CONTRACTOR, anyone CONTRACTOR directly or indirectly employs or anyone for whose acts CONTRACTOR may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including COUNTY.

The scope of this indemnification does not extend to the sole negligence of COUNTY.

3.5.3 Insurance Requirements.

CONTRACTOR, at CONTRACTOR'S own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of COUNTY. The form of any insurance policies and forms must be acceptable to COUNTY.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of **COUNTY**, constitute a material breach of this Contract.

CONTRACTOR'S insurance shall be primary insurance as respects **COUNTY**, and any insurance or self-insurance maintained by **COUNTY** shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect **COUNTY**.

The insurance policies may provide coverage, which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to **COUNTY** under such policies. **CONTRACTOR** shall be solely responsible for the deductible and/or self-insured retention and **COUNTY**, at its option, may require **CONTRACTOR** to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

COUNTY reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. **COUNTY** shall not be obligated, however, to review such policies and/or endorsements or to advise **CONTRACTOR** of any deficiencies in such policies and endorsements, and such receipt shall not relieve **CONTRACTOR** from, or be deemed a waiver of **COUNTY'S** right to insist on strict fulfillment of **CONTRACTOR'S** obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name **COUNTY**, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against **COUNTY**, its agents, representatives, officers, directors, officials and employees for any claims arising out of **CONTRACTOR'S** work or service.

3.5.3.1 Commercial General Liability. **CONTRACTOR** shall maintain Commercial General Liability Insurance (CGL) and, if necessary, Commercial Umbrella Insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit.

The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision, which would serve to limit third party action over claims.

The CGL and the commercial umbrella coverage, if any, additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 10 01, and shall include coverage for **CONTRACTOR'S** operations and products.

3.5.3.2 Automobile Liability. **CONTRACTOR** shall maintain Automobile Liability Insurance and, if necessary, Commercial Umbrella Insurance with a combined single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to **CONTRACTOR'S** vehicles (including owned, hired, non-owned), assigned to or used in the performance of this Contract. If hazardous substances, materials, or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

3.5.3.3 Workers' Compensation. **CONTRACTOR** shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of **CONTRACTOR'S** employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

CONTRACTOR waives all rights against **COUNTY** and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by **CONTRACTOR** pursuant to this agreement.

In case any work is subcontracted, **CONTRACTOR** will require the Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of **CONTRACTOR**.

3.5.4 Certificates of Insurance.

3.5.4.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of **CONTRACTOR'S** work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to **COUNTY** fifteen (15) days prior to the expiration date.

3.5.4.2 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.6 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY
DEPARTMENT OF MATERIALS MANAGEMENT
ATTN: CONTRACT ADMINISTRATION
320 W. LINCOLN ST.
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

WALT PRICE, PROCUREMENT CONSULTANT, 602-506-3454
(wprice@mail.maricopa.gov)

Technical telephone inquiries shall be addressed to:

LES GLOVER, EQUIPMENT SERVICES, 602-506-4667
(les.glover@MAIL.MARICOPA.GOV)

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

3.7 SUBMISSION PRICE CLARITY:

For reasons of clarity all submissions of pricing (Attachment A) shall be priced in the same unit (size, volume, quantity, weight, etc.) as the bid specifications request. Submissions (bids) failing to comply with this requirement may be declared non-responsive.

3.8 INSTRUCTIONS FOR PREPARING AND SUBMITTING BIDS:

Bidders are to provide one (1) original "hard copy" (labeled) and one (1) electronic copy of pricing on a 3.5" diskette. Bidders are to identify their responses with the bid serial number, title and return address to Maricopa County, Department of Materials Management, 320 West Lincoln, Phoenix, Arizona 85003. A corporate official who has been authorized to make such commitments must sign bids.

ALL REQUESTS FOR DISKETTES MUST BE FAXED TO THE PROCUREMENT CONSULTANT AT (602) 258-1573. IN ADDITION, ONE (1) HARD COPY OF EACH PAGE OF ATTACHMENT A (PRICING PAGE) SHALL BE SUBMITTED WITH YOUR BID.

FREIGHTLINER STERLING WESTERN, 9600 W ROOSEVELT STREET, TOLLESON, AZ 85353
CUNNINGHAM COMMERCIAL VEHICLES

PRICING SHEET C232003 / B0604213
NIGP CODE 07061

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NO

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ☒ YES ☐ NO

PRICING:

NOTE: DO NOT INCLUDE SALES/USE TAX IN YOUR BID PRICE. The percentage of sales/use tax applicable to this contract will be listed on the purchase order and allowed at time of payment. BIDDERS CERTIFY BY SIGNING THIS AGREEMENT THAT PRICES BID ARE F.O.B. DESTINATION IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN.

Two (2) or more **TRUCK, 10.5 YD DUMP,**
in accordance with attached specifications.

\$88,158.00/*ONLY ONE AVAILABLE
(to include tire disposal)

Manufacturer/Model:

STERLING LT9511 2004
(NORWOOD BODY)

Delivery ARO(state in days):

75 DAYS

F.O.B. Destination: ☒ Yes ☐ No

Warranty (state in writing here, amplifying information/attachments may be added as attachments):

- | | |
|--------------------------------|--|
| A. Truck: | ONE (1) YEAR |
| B. Engine: | TWO (2) YEARS |
| D. Transmission: | TWO (2) YEARS |
| E. Drivelines / Differentials: | TWO (2) YEARS |
| F. Dump Body Assembly: | FIVE (5) YEARS 36 MO. 100% P & L, 37-60 MO. 50% P&L |

Cutoff date for ordering vehicle and options as specified herein. REQUIRED: NONE

OPTIONS: Will be used as part of bid award process.

- | | | |
|----|---|-------------------------------|
| 1. | <u>Trailer Hitch</u> - Heavy-duty pintle type with air operated slack adjustor system, 60,000 lb. tow capacity, 6,000 lb. tongue weight capacity, pintle ground height to be 23" to 25". System shall include electric trailer plug. | \$985.00/each (installed) |
| 2. | <u>Trailer Air Brake System</u> - Shall include all necessary plumbing, controls, valves, connectors, etc, to make a fully operational unit for braking a 60,000 lb trailer. | \$1300.00/each (installed) |
| 3. | <u>Electric Trailer Brake System</u> - Complete assembly, to include all necessary components to make a fully operation system for safely braking a 60,000 lb trailer. | \$310.00/each (installed) |

FREIGHTLINER STERLING WESTERN, 9600 W ROOSEVELT STREET, TOLLESON, AZ 85353
CUNNINGHAM COMMERCIAL VEHICLES

4. **Bed Cover** - PULL TARP, Steel Protector Cystem, or pre-approved equal, unit shall be full width and length of the bed, completely installed per manufacturer's instructions, and be fully operational. \$985.00/each (manual)
\$1975.00/each (power)
5. **Chip Spreader Hitch** - Shall be a heavy duty bar type system designed for use with Maricopa County's chip spreaders. *The exact design, location and positioning to be determined at the time of installation.* \$190.00/each (installed)
6. **Beacon Light** - WHELEN #S360DAP multi-flash strobe, installed per manufacturers instructions on the front center portion of the cab protector. The control switch shall be installed on the truck dash in a convenient easy access location for the driver, clearly identified with label. \$440.00/each (installed)
7. **Alternative Fuel Systems:** (i.e. dedicated, bi-fuel combination fuels, compressed natural gas, liquid natural gas, propane and etc.) please specify type(s) availability and cost below.

7.1 Type

N / A

Two (2) or more **TRUCK, 10.5 YD DUMP,**
in accordance with attached specifications.

\$97,647.00/EACH
(to include tire disposal)

Manufacturer/Model:

STERLING LT9513
(NORWOOD BODY)

Delivery ARO(state in days):

180 DAYS

F.O.B. Destination: ☒ Yes ☐ No

Warranty (state in writing here, amplifying information/attachments may be added as attachments):

A. Truck: ONE (1) YEAR

B. Engine: THREE (3) YEARS

D. Transmision: TWO (2) YEARS

E. Drivelines / Differentials: TWO (2) YEARS

F. Dump Body Assembly: FIVE (5) YEARS
36 MO. 100% P & L, 37-60 MO. 50% P&L

Cutoff date for ordering vehicle and options as specified herein. REQUIRED:

NONE

FREIGHTLINER STERLING WESTERN, 9600 W ROOSEVELT STREET, TOLLESON, AZ 85353
CUNNINGHAM COMMERCIAL VEHICLES

OPTIONS: Will be used as part of bid award process.

1. **Trailer Hitch** - Heavy-duty pintle type with air operated slack adjustor system, 60,000 lb. tow capacity, 6,000 lb. tongue weight capacity, pintle ground height to be 23" to 25". System shall include electric trailer plug. \$985.00/each (installed)
2. **Trailer Air Brake System** - Shall include all necessary plumbing, controls, valves, connectors, etc, to make a fully operational unit for braking a 60,000 lb trailer. \$650.00/each (installed)
3. **Electric Trailer Brake System** - Complete assembly, to include all necessary components to make a fully operation system for safely braking a 60,000 lb trailer. \$310.00/each (installed)
4. **Bed Cover** - PULL TARP, Steel Protector Csystem, or pre-approved equal, unit shall be full width and length of the bed, completely installed per manufacturer's instructions, and be fully operational. \$985.00/each (manual)
\$1975.00/each (power)
5. **Chip Spreader Hitch** - Shall be a heavy duty bar type system designed for use with Maricopa County's chip spreaders. ***The exact design, location and positioning to be determined at the time of installation.*** \$190.00/each (installed)
6. **Beacon Light** - WHELEN #S360DAP multi-flash strobe, installed per manufacturers instructions on the front center portion of the cab protector. The control switch shall be installed on the truck dash in a convenient easy access location for the driver, clearly identified with label. \$440.00/each (installed)
7. **Alternative Fuel Systems:** (i.e. dedicated, bi-fuel combination fuels, compressed natural gas, liquid natural gas, propane and etc.) please specify type(s) availability and cost below.
 - 7.1 Type N / A

Terms: NET 30

Vendor Number: **W000004523 X**

Telephone Number: 623-907-9900

Fax Number: 623-907-6401

Contact Person: LEROY PETERSON

E-mail Address: lpeterson@ccvtrucks.com

Company Web Site: www.ccvtrucks.com

Insurance Certificate Required

Contract Period: To cover the period ending **AUGUST 31, 2005**